Supreme Court, U.S.
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No. 93-1649

In The

Supreme Court of the United States

October Term, 1993

ALLSTATE INSURANCE COMPANY,

Petitioners,

versus

LOUISIANA INSURANCE GUARANTY ASSOCIATION,

Respondent,

and

MATTHEW REY,

Respondent.

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SUPREME COURT, U.S.
WASHINGTON, D.C. 20543

Petition For Writ Of Certiorari
To The Louisiana Supreme Court

RESPONDENT'S BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1) Whether retroactive application of Act 237 of the 1992 Louisiana Legislature amending Louisiana Revised Statute Annotated 22:1386 violates the United States Constitution Article 1 Section 10.

2) Whether retroactive application of Act 237 of the 1992 Louisiana Legislature amending Louisiana Revised Statute Annotated 22:1386 violates the 14th Amendment Due Process Clause of the United States Constitution.

LIST OF PARTIES

Respondent, Louisiana Insurance Guaranty Association, respectfully relies upon the list of parties provided by petitioner, Allstate Insurance Company, in its Petition for Writ of Certiorari to the Louisiana Supreme Court, except to add that it is appearing on behalf of the liquidated Dixie Lloyds Insurance Company and Dixie's insured, Wendy Guidry.

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PRELIMINARY STATEMENT

Respondent, Louisiana Insurance Guaranty Association, respectfully requests that this Court deny the Petition for Writ of Certiorari seeking review of the Louisiana Supreme Court decision in this case, reported at 630 So.2d 714 (La. 1994).

STATEMENT OF THE CASE

Respondent, Louisiana Insurance Guaranty Association, respectfully relies on the history of the case as contained in petitioner's statement of the case.

REASONS FOR DENYING THE PETITION FOR WRIT OF CERTIORARI

MAY IT PLEASE THE COURT:

As is noted in Applicant's Petition for Writ of Certiorari, the Louisiana Insurance Guaranty Association (hereinafter referred to as "LIGA") is a statutorily created, private, non-profit, unincorporated legal entity. La. Rev. Stat. 22:1380. It is governed by a board of directors, (La. Rev. Stat. 22:1381), and is composed of member insurers, including applicant, Allstate Insurance Company. La. Rev. Stat. 22:1380. Insurers which transact business in Louisiana fund LIGA based upon a percentage of premiums written. La. Rev. Stat. 22:1382(A)(3)(a)(i). The purpose of the Louisiana Insurance Guaranty Association law is defined as follows:

> The purpose of this part is to provide a mechanism for the payment of covered claims under certain insurance policies to avoid excessive delay in payment and to avoid financial loss to claimants or policy holders because of the insolvency of an insurer, to assist in the detection and prevention of insurer insolvencies and to allow the association to provide financial assistance to member insurers under rehabilitation or liquidation, and to provide an association to

> assess the costs of such operations among insurers.

La. Rev. Stat. 22:1376.

The Louisiana Supreme Court recently stated that LIGA is not a state agency for any purpose. *Louisiana Insurance Guaranty Association v. Gegenheimer*, No. 93-CA-3021 (La. April 21, 1994).

As can be seen, the purpose of LIGA is to protect claimants and policy holders and to avert possible insurer insolvencies. Its purpose is not to protect solvent insurance companies, such as applicant, but instead provides that such solvent insurers shall pay the costs of the association.

This outline of LIGA and its stated purpose is important because in evaluating claims under the contract clause, this Court has held that an impairment arising out of a state's own contracts would be more stringently examined than laws regulating contractual relationships between private parties. *United States Trust Company v. New Jersey*, 431 U.S. 1, 97 S. Ct. 1505 (1977). As has been seen, LIGA is a private non-profit unincorporated legal entity, and not an agency of the State of Louisiana. Therefore, there is a lesser standard of review in the present case.

The outline further shows that the purpose of LIGA, and more particularly, the statutes complained of herein, are directed toward claimants and not toward solvent insurers, such as the applicant. Any effect on applicant of the legislation complained of was a secondary consequence of that legislation, but was not its direct purpose.

In the *Gegenheimer* case, the Louisiana Supreme court held that legislation assisting LIGA, and, therefore, protecting claimants, is a legitimate state interest, and is constitutional even if it creates some financial burden on others. *Gegenheimer,* at 5.

The source of funding for claims paid by LIGA is from viable insurance companies. This fact is seen from the statutory scheme which established LIGA and is admitted by applicant in its Petition, where it suggests that a more moderate course of action would be to increase the assessment against member insurers, rather than requiring members to pay uninsured motorist claims in a primary position. What applicant has admitted here is that it, along with the other solvent insurers, is going to pay for claims which LIGA must pay. Whether this payment comes from one pocket of viable insurance companies, i.e., the uninsured motorist claims as established by the legislature, or another pocket, i.e, increased assessments to member insurers, as applicant would suggest, the ultimate cost is borne by viable insurance companies such as applicant. To suggest that requiring payment from one source, as opposed to a second source, creates an interference of contractual relationship of constitutional proportions is ludicrous, because solvent insurance companies will ultimately pay this cost, either directly or indirectly. It also fails to give deference to state laws directed to social and economic problems, *Allied Structural Steel Company v. Spannaus,* 438 U.S. 243, 98 S. Ct. 2716 (1978), especially in consideration of the fact that the contracts allegedly impaired are not the state's own contracts. *United States Trust Company v. New Jersey,* 431 U.S. at 2223.

In its Application for Writ of Certiorari, petitioner claims that applying Act 237 retroactively totally destroys LIGA's obligation to uninsured motorist carriers. As has been seen, LIGA's obligation is not to uninsured motorist carriers, but rather to the claimants. Requiring the claimants to first exhaust their remedies against their uninsured motorist carriers does not ultimately affect their claim, it merely establishes a new order in which they make their recovery. Petitioner implies that LIGA's obligations are completely done away with by establishing this new procedure. This is not true. If the uninsured motorist policy is not large enough to cover the total amount of the claim, then LIGA will have to make a payment from an excess position. It is only in relatively small claims, such as the present $2,300.00 Judgment, in which LIGA will ultimately not have to make a payment.

Petitioner argues that there has been a substantial impairment of its contractual rights, but at the same time acknowledges that this took place in an area of the law which is historically very heavily regulated by the state. This heavy regulation was well-known to applicant before it issued the policy involved in this claim. Indeed, uninsured motorist policies must contain in their definition of "uninsured motorist", a motorist whose insurance company becomes insolvent. La. Rev. Stat. 22:1406(D)(2)(a).[1] This is

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[1] La. Rev. Stat. 22:1406

(2)(a) For the purpose of this coverage, the terms "uninsured motor vehicle" shall, subject to the terms and conditions of such coverage, be deemed to include an insured motor vehicle where the liability insurer thereof is unable to make payment with

required to be written into every policy issued in Louisiana. La. Rev. Stat. 22:623.[2] Given this background, the insurance industry has long known that the insolvency of an underlying insurer is a possibility when they undertake the risk of issuing uninsured motorist coverage. Under this context, to say that there has been a substantial impairment of contractual rights becomes rhetoric, not substantive argument.

There has always been a cost analogous to the one complained of and it has always been passed on to viable insurance companies. The definition of a covered claim of LIGA, found in La. Rev. Stat. 22:1379(3)(b), has always excluded subrogation or similar claims which solvent carriers may have had against other carriers which are liquidated. This demonstrates that insurance companies should be aware of indirect costs which are passed on to them to fund LIGA.

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respect to the legal liability of its insured within the limits specified therein because of insolvency.

[2] **§ 623. Standard provision**

A. Insurance contracts shall contain such standard provisions as are required by the applicable chapters of this Code pertaining to contracts of particular kinds of insurance. The commissioner of insurance may waive the required use of a particular standard provision other than the provision required in Part XV of this chapter in a particular insurance contract form if:

(1) He finds such provision unnecessary for the protection of the insured, and inconsistent with the purposes of the contract, and

(2) The contract is otherwise approved by him.

Additionally, Allstate acknowledges in its brief that the legislature could have chosen to increase Allstate's assessment. When the legislature chose to require exhaustion of uninsured motorist coverage by claimants before LIGA had to pay claims, it knew full well that it was passing on a cost to the uninsured motorist carriers. As previously argued, to say that under such circumstances there is some substantial impairment is unfounded. The ultimate substance of any alleged impairment, i.e. additional expense to Allstate, is minimalized because Allstate knows, and admits, that it was going to pay some additional expense, whether it was through increased assessments, or paying uninsured motorist claims. Once again, this is not a substantial impairment of a nature which reaches constitutional proportion.

It should also be noted that the plaintiff in this case, Matthew Rey, has not made an appearance or submitted a brief in any appellate procedure in this claim. He certainly cannot feel that his contractual relationship with Allstate has been impaired.

Allstate further seems to claim that there was not a significant public purpose behind the action of the legislature in adopting Act 237. This is clearly not the case. As seen on Appendix A, from 1975 until September 1, 1985, there were a total of sixteen (16) liquidations covered by LIGA. The pace of liquidations changed dramatically in the mid-1980's. From September 1, 1985 through September 3, 1989, there were a total of twenty-nine (29) liquidations. Subsequent to September 3, 1989, there have been a total of forty-one (41) liquidations covered by LIGA. When the legislature acted first in 1990 and then in 1992, it was aware of this crises brewing in the insurance

industry in Louisiana. It was also aware that this crisis would have a devastating effect on LIGA and its ability to protect claimants and insureds. The legislature's actions, as interpreted by the Louisiana Supreme Court, are a reasonable reaction to a critical situation.

In *Louisiana Insurance Guaranty Association v. Gegenheimer*, the Louisiana Supreme Court upheld against constitutional attack a statute by which the payment of court costs by LIGA was deferred until the end of a case. The court noted that forty (40%) percent of LIGA's files are in litigation. The court held that an action i.e., deferred court costs, which reduces the financial burden on LIGA is the subject of an appropriate state interest in protecting policy holders and claimants of insolvent insurers, and is not unconstitutional, even if it places a financial burden on other entities, such as Louisiana's Clerks of Court. *Gegenheimer*, at 5.

Allstate claims in its brief that it has not received any consideration in the recent amendments to the LIGA laws. However, La. Rev. Stat. 22:1382(A)(3)(ii)(aa) was amended to reduce the maximum assessment chargeable to the solvent carriers. This will take effect in the year 2003, after, one hopes, the crisis in the insurance industry is resolved and paid for.

There have been other measures passed recently by the legislature which were designed to save LIGA money, but which do not increase the cost to viable insurance companies. The first was discussed in the *Gegenheimer* case, *supra*, in which LIGA was exempted from pre-paying court costs. Another measure was the deletion from

covered claims of contractual attorney fees, statutory penalties and attorney fees, court costs and interest. La. Rev. Stat. 22:1379(3)(d). These measures indicate the legislature was seeking other sources, besides viable insurance companies, from which to fund savings to LIGA, due to the severe situation faced by LIGA.

It should also be noted that the ultimate substance of Act 237, i.e. requiring claimants to exhaust other sources of insurance before seeking recovery against the Guaranty Association, is the substantive law in most other jurisdictions. Most states have Guaranty Associations similar to LIGA. Most of these other jurisdictions likewise have provisions dealing with other sources of insurance, the overwhelming majority of which require that claimants exhaust their remedies against other sources of insurance, including uninsured motorist coverage, before seeking recovery against the Guaranty Association. *See Hetzel v. Clarkin*, 772 P.2d 800 (Kan. 1989). The *Hetzel* court reviewed cases on this point from a number of states and noted that Louisiana was the only reported jurisdiction which did not give the State Guaranty Association a credit for the plaintiff's own insurance. A similar comment was made by the Iowa Supreme Court in *Stecher v. Iowa Ins. Guar. Assn.*, 465 N.W. 2d 887 (Iowa 1991). *See also, King v. Jordan*, 601 P.2d 273 (Ark. 1979); *Colorado Ins. Guar. Ass'n v. Harris*, 827 P.2d 1139 (Colo. 1992); *Pinkham v. Morrill*, 622 A.2d 90 (Me. 1993); *Vokey v. Massachusetts Insurers, Etc.*, 409 N.E.2d 783 (Mass. 1980); *Wondra v. American Family Ins. Group*, 432 N.W.2d 455 (Minn. Ct. App. 1988); *Carrier v. Hicks*, 851 P.2d 581 (Or. 1993); and *VA. Property & Cas. Ins. v. Intern. Ins.*, 385 S.E.2d 614 (Va. 1989).

For the reasons previously outlined in this brief, it is clear that there is no constitutionally impermissible retroactive application by the state law. There is a lesser standard of judicial review in this case, because the contracts involved are not the state's own contracts. Furthermore, this area of the law is one which has historically been very heavily regulated and, in fact, there long existed state laws precisely on the point of uninsured motorists and liquidations. Because of this, petitioner should have anticipated that future amendments and regulations were probable, and, therefore, the alleged impact on it is minimal. The legislation in question addressed a dire condition in the insurance industry in Louisiana due to the number of liquidations. The measures taken were designed to protect a broad group of society which otherwise would have been adversely affected by the great number of insolvent insurance companies. The relief was particularly appropriate to meet the emergency that existed, and it was reasonable under the circumstances. Finally, the legislature gave some relief to Allstate to take place at a future date when it was anticipated that the crisis would be over. These are all of the factors discussed by the court in *Home Building and Loan Association v. Blaisdell*, 290 U.S. 398, 54 S. Ct. 231 (1934). Since this legislation meets all of the criteria in the *Blaisdell* opinion, this Court should give deference to the Louisiana legislature and should not restrict the manner in which it saw fit to address the crisis which it faced.

Furthermore, the legislation attacked does not violate the due process clause because it involves a legitimate legislative purpose in addressing a crisis in the insurance industry and is clearly supported by rational means. The

alternative solution suggested by Allstate is, in fact, a distinction without a difference; in the end, Allstate, and other viable insurance companies, will pay the costs of the crisis, either directly or indirectly.

CONCLUSION

Retroactive application of Act 237 of the 1992 Legislative Session does not constitutionally impair any contractual rights or obligations of Allstate Insurance Company. The legislation involves a legitimate area of state concern, and addresses a crisis situation in a rational manner. For this reason, the decision of the Louisiana Supreme Court is not contrary to the constitution of the United States, and this Court should not grant a writ of certiorari to address that decision.

Respectfully submitted,

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APPENDIX "A"

LIST OF INSOLVENT INSURANCE COMPANIES COVERED BY LIGA

Sherman A. Bernard, et al. v. Medallion Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 185,350 – Div. "I"/September 12, 1975

Sherman A. Bernard, et al. v. Manchester Insurance and Indemnity Company, et al.
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 185,491 – Div. "F"/February 13, 1976

State of Maryland Ex Rel., et al. v. Maryland Indemnity Insurance Company
Circuit Court of Baltimore City, Maryland
No.: 116A, Folio: 133, File No.: A55552/December 9, 1977

People of the State of Illinois, et al. v. Yorktown Indemnity Company, et al.
Circuit Court of Cook County, Illinois County Dept., Chancery Div., Illinois
No.: 88 CH 9367/February 7, 1979

In the Matter of the Liquidation of Reserve Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 225,070 – Div. "5"/June 8, 1979

Robert L. Ratchford, Jr., et al. v. Proprietors' Insurance Company, et al.
Court of Common Pleas, Franklin County, Ohio
No.: 91CV-07-3941/July 30, 1981

People of the State of Illinois, et al. v. Security Casualty Company, et al.
No.: 81 CH 6589/December 4, 1981

State of Florida, et al. v. Gulf American Insurance Company, et al.
In the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida
No.: 83-2962/March 3, 1984

In the Matter of Excalibur Insurance Company, et al.
2nd JDC, County of Ramsey, Minnesota
No.: 46903/September 5, 1984

John Kezer, et al. v. Aspen Indemnity Corporation, et al.
District Court, City and County of Denver, Colorado
No.: 84CV8609/September 6, 1984

In the Matter the Liquidation of Horizon Insurance Company
Supreme Court for the State of New York for New York County
No.: 42103/84/November 27, 1984

State of Delaware, et al. v. Pacific American Insurance Company, et al.
Court of Chancery of the State of Delaware in and for New Castle County
No.: 7771/January 23, 1985

State of Alabama, et al. v. Early American Insurance Company
Circuit Court of Montgomery County, Alabama
No.: CV 85-64-PH/February 1, 1985

In the Matter of the Liquidation of Ideal Mutual Insurance Company
Supreme Court for the State of New York for New York County
No.: 40275/85/February 7, 1985

State of Maryland, et al. v. Eastern Indemnity Company of Maryland
Circuit Court for Montgomery County
No.: 3406/February 11, 1985

In the Matter of the Liquidation of Union Indemnity Insurance Company of New York
Supreme Court for the State of New York for New York County
No.: 41292/1985/July 16, 1985

The State of Texas v. Commercial Standard Insurance Company
In the District Court of Travis County, Texas
167th JDC – No.: 373,842/October 4, 1985

Mary C. Hall, et al. v. Transit Casualty Company
In the Circuit Court of Cole County, Missouri
No.: CV185-1206CC – Div. "II"/December 3, 1985

People of the State of Illinois, et al. v. Heritage Insurance Company of American, et al.
County Department, Chancery Division, Illinois
No.: 85 CH 9239/February 26, 1986

Sherman A. Bernard, et al. v. Lloyd's of Louisiana
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 298,521 "E"/March 6, 1986

In the Matter of the Liquidation of American Fidelity Fire Insurance Company, et al.
Supreme Court of the State of New York, County of Nassau
No.: 2960/1986/March 26, 1986

In the Matter of the Liquidation of Midland Insurance Company
Supreme Court of the State of New York, County of New York
No.: 41294/1986/April 3, 1986

George Fabe, et al. v. The American Druggists' Insurance Company, et al.
Court of Common Pleas, Franklin County, Ohio
No.: 86CV-03-1381/April 30, 1986

Harry E. Eakin, et al. v. Allied Fidelity Insurance Company
In the Marion Circuit Court, County of Marion, State of Indiana
No.: C86-0469/July 15, 1986

In the Matter of the Liquidation of Dominion Insurance Company of America
Supreme Court of the State of New York, County of New York
No.: 40924/1986/August 19, 1986

State of Texas v. National Allied Insurance Company of Texas, Houston, Texas
In the District Court of Travis County, Texas
299th JDC – No.: 404,100/October 21, 1986

Insurance Commissioner of the State of California v. Mission Insurance Company
Superior Court of the State of California for the County of Los Angeles
No.: C572724/February 24, 1987

Insurance Commissioner of the State of California v. Mission National Insurance Company
Superior Court of the State of California for the County of Los Angeles
No.: C576324/February 24, 1987

Insurance Commissioner of the State of California v. Enterprise Insurance Company
Superior Court of the State of California for the County of Los Angeles
No.: C576325/February 24, 1987

In the Matter of the Liquidation of Constellation Reinsurance Company
Supreme Court of the State of New York, County of New York
No.: 43178/1986/February 24, 1987

Kenneth D. Merin, et al. v. Integrity Insurance Company, et al.
Superior Court of New Jersey Chancery Division-Bergen County, New Jersey
No.: C7022-86/March 24, 1987

Sherman A. Bernard, et al. v. Great Global Assurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 315029 – Div. "B"/April 27, 1987

IN RE: the Receivership of Southland Insurance Company, a Florida Corporation
Circuit Court of the Second Judicial Circuit in and for Leon County, Florida
No.: 87-926/January 19, 1988

George Fabe, et al. v. Reliable Insurance Company, et al.
Court of Common Pleas Franklin County, Ohio
No.: 87CV-11-7072/January 29, 1988

Sherman A. Bernard, et al. v. American Guaranty and Accident Company, Ltd.
19th JDC, Parish of Baton Rouge, Louisiana
No.: 326,947 – Div. "M"/March 26, 1988

State of Iowa, et al. v. American Excel Insurance Company
In the Iowa District Court for Polk County, Iowa
No.: CE29-16846/Mary 31, 1988

State of Iowa, et al. v. Carriers Insurance Company
In the Iowa District Court for Polk County, Iowa
No.: CE24-13873/November 19, 1988

Sherman A. Bernard, et al. v. Sunbelt Southern Lloyds
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 314,326 – Div. "E"/December 2, 1988

In the Matter of South Central Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 334,052 – Div. "E"/January 5, 1989

Roger M. Singer, et al. v. American Mutual Liability Insurance Company, et al.
Commonwealth of Massachusetts – Supreme Judicial Court for Suffolk County
No.: 89-23/March 9, 1989

Douglas D. Green, et al. v. Anglo-American Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 337,939 – Div. "I"/March 20, 1989

Douglas D. Green, et al. v. Champion Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 344,656 C/W 345,329 – Div. "M"/June 5, 1989

Dick Marquardt, et al. v. Pacific Marine Insurance Company, et al.
Supreme Court of the State of Washington, County of King
No.: 87-2-10527-0/June 7, 1989

Douglas D. Green, et al. v. American Lloyds
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 335,148 – Div. "K"/June 21, 1989

Constance B. Foster, et al. v. Paxton National Insurance Company
Commonwealth Court of Pennsylvania
No.: 186 M.D. 1989/June 26, 1989

Douglas D. Green, et al. v. New England International Surety of American, Inc.
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 342,555 – Div. "G"/September 22, 1989

IN RE: U.S. Indemnity Assurance Group, Inc.
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 341,837 "A"/October 13, 1989

Frank J. Kelley, et al. v. Cadillac Insurance Company, et al.
State of Michigan – Circuit Court for the County of Ingham, Michigan
No.: 89-64126-CR/January 20, 1990

People of the State of Illinois, et al. v. Intercontinental Insurance Company, et al.
In the Circuit Court of Cook County – Illinois County Department, Chancery Division, Illinois
No.: 89 CH 11201/January 12, 1990

State of Wyoming, et al. v. Laramie Insurance Company
State of Wyoming, County of Albany – District Court, Second Judicial District
No.: 22800/February 14, 1990

George Fabe, et al. v. The Ohio General Insurance Company, et al.
Court of Common Pleas, Franklin County, Ohio
No.: 90CVH02-1068/March 28, 1990

Douglas D. Green, et al. v. Mid-American Casualty Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 358-350 – Div. "E"/November 7, 1990

The State of Texas v. Commodore Insurance Company
District Court of Travis County, Texas – 261st Judicial District
No.: 491,860/December 20, 1990

Douglas D. Green, et al. v. Dixie Lloyds
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 362,569 – Div. "E"/December 20, 1990

State of Rhode Island, Providence, SC. v. American Universal Insurance Company, et al.
Superior Court, Rhode Island
No.: 90-9782/January 7, 1991

People of the State of Illinois, et al. v. Industrial Fire & Casualty Insurance Company, et al.
Circuit Court of Cook County, Illinois – County Department, Chancery Division
No.: 91-02082/March 6, 1991

Insurance Commissioner of the State of California v. Western Employers Insurance Company, et al.
Superior Court of the State of California for the County of Orange
No.: 652863/April 19, 1991

Lewis E. Melahn, et al. v. Protective Casualty Insurance Company
Circuit Court of the City of St. Louis, State of Missouri
No.: 914-00119/May 24, 1991

Hunter O. Wagner, Jr., et al. v. Sovereign Fire and Casualty Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 369,624 – Div. "J"/May 29, 1991

Hunter O. Wagner, Jr., et al. v. Imperial Lloyds
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 371,811 – Div. "K"/August 8, 1991

State of Texas v. International Service Insurance Company
District Court of Travis County, Texas – 201st Judicial District
No.: 91-10584/August 20, 1991

IN RE: Rockwood Insurance Company
Commonwealth Court of Pennsylvania
No.: 249 M.D. 1990/August 26, 1991

John A. Dixon, Jr., et al. v. Fidelity Fire and Casualty Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 370,097 – Div. "I"/September 4, 1991

State of Tennessee, et al. v. Universal Security Insurance Company
Chancery Court of the State of Tennessee – 20th JDC, Davidson County
No.: 91-2235-III/October 28, 1991

Commissioner of Insurance, et al. v. Old Hickory Casualty Insurance Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 372,243 – Div. "F"/October 31, 1991

Commissioner of Insurance, at al. v. Presidential Fire and Casualty Company
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 375,138 – Div. "F"/November 13, 1991

State of Texas v. Comco Insurance Company
District Court of Travis County, Texas – 345th Judicial District
No.: 91-14077/January 13, 1992

State of Nebraska, et al. v. Great Plans Insurance Company, Inc.
District Court of Lancaster County, Nebraska
No.: 478, Page 19/March 4, 1992

IN RE: Southern American Insurance Company
Third Judicial District Court for Salt Lake County, State of Utah
No.: 920901617/March 26, 1992

Darrell Cobb, et al. v. Colonial Lloyds
19th JDC, Parish of East Baton Rouge, Louisiana
No.: 375,951 – Div. "D"/March 27, 1992

George Dale, et al. v. Andrew Jackson Casualty Insurance Company
Chancery Court of the First Judicial District of Hinds County, Mississippi
No.: 147,825/April 6, 1992

Darrell L. Cobb, et al. v. Arist National Insurance Group, et al.
19th JDC, Parish of East Baton Rouge, Louisiana
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